

DECLARATION FOR PATENT APPLICATION

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below adjacent to my name.

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of subject matter (process, machine, manufacture, or composition of matter, or an improvement thereof) that is claimed and for which a patent is solicited by way of the application entitled **VIDEO ENCODING DEVICE** which (check)

- ☒ [x] is attached hereto.
- ☐ [] and is amended by the Preliminary Amendment attached hereto.
- ☐ [] was filed on _____ as Application Serial No. _____
- ☐ [] and was amended on _____ (if applicable).

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment referred to above. I further state that I do not know and do not believe that the same was ever known or used in the United States of America before my or our invention thereof or patented or described in any printed publication in any country before my or our invention thereof, or more than one year prior to this application, or in public use or on sale in the United States of America more than one year prior to this application, that the Invention has not been patented or made the subject of an inventor's certificate issued before the date of this application in any country foreign to the United States of America on an application filed by me or my legal representatives or assigns more than twelve months prior to this application.

I acknowledge the duty to disclose information which is material to the examination of this application in accordance with Title 37, Code of Federal Regulations, §1.56(a).

I hereby claim foreign priority benefits under Title 35, United States Code, §119 of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application on which priority is claimed:

Prior Foreign Application(s)

122299
(Number)

Israel
(Country)

25 November 1997
(Day/MM/Year filed)

Priority Claimed
Yes

I hereby claim the benefit under Title 35, United States Code, §120 of any United States application(s) listed below and, insofar as any subject matter of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code, §112, I acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulations, §1.56(a) which occurred between the filing date of the prior application(s) and the national or PCT international filing date of this application:

N/A

Serial No.

Filing Date

Status (Patented/pending/abandoned)

I hereby appoint the following attorney(s) and/or agent(s) to prosecute this application and to transact all business in the United States Patent and Trademark Office connected therewith:

Morris Relson #15,108, Gordon D. Coplein # 19,165, William F. Dudine Jr. #20,569, Michael J. Sweedler #19,937, S. Peter Ludwig # 25,351, Paul Fields #20,298, Joseph B. Lerch #26,936, Melvin C. Garner #26,272, Ethan Horwitz #27,646, Beverly B. Goodwin #28,417, Adda C. Gogoris #29,714, Martin E. Goldstein #20,869, Bert J. Lewen #19,407, Henry Sternberg # 22,408, all of the firm of Darby & Darby P.C., 805 Third Avenue, New York, New York 10022

o Attached as part of this declaration and power of attorney is the authorization of the above-named attorney(s) to accept and follow instructions from my representative(s).

SEND CORRESPONDENCE TO DIRECT TELEPHONE CALLS TO:

DARBY & DARBY P.C. S. PETER LUDWIG
805 THIRD AVENUE
NEW YORK, NEW YORK 10022 (212) 527-7700

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Title 18, United States Code, § 1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Full name of first inventor: Amir MORAD

Inventor's signature:  Date: 19-JAN-98

Residence: 5 Pasternak Street, Tel Aviv 69205, Israel

Post Office Address: Same Citizenship Israeli

Full name of second inventor: Leonid YAVITS

Inventor's signature:  Date: 19 Jan 98

Residence: 22/10 Rav Ankave Street, Haifa 35849, Israel

Post Office Address: Same Citizenship Israeli

ASSIGNMENT

We,

Amir MORAD, a citizen of Israel, residing at 5 Pasternak Street, Tel Aviv 69205, Israel; and

Leonid YAVITS, a citizen of Israel, residing at 22/10 Rav Ankave Street, Haifa 35849, Israel,

hereinbelow called "ASSIGNORS") in consideration of the sum of One Dollar (\$1.00) or the equivalent thereof, and other good and valuable consideration receipt and sufficiency of which is hereby acknowledged paid to them by **VISIONTECH LTD.**, a corporation organized and existing under and by virtue of the laws of Israel, having a place of business at 6 Maskit Street, Herzelia, Israel 46120 (hereinafter called "ASSIGNEE"), do hereby sell and assign to said ASSIGNEE, its successors and assigns, their entire right, title and interest throughout the world in and to their invention as more fully described and claimed in United States patent application described as follows:

Serial No.: **09/010,859**

Filed: **January 22, 1998**

For: **VIDEO ENCODING DEVICE**

and in and to all patent applications and patents therefor in any country including divisions, renewals, reissues, continuations, continuations-in-part, additions, re-examinations and extensions of such patents or applications, to be held and enjoyed by such ASSIGNEE, its successors, assigns or other legal representatives, to the full end of the term or terms for which such patents may be granted, as fully and entirely as the same would have been held and enjoyed by ASSIGNORS if this assignment and sale had not been made.

ASSIGNORS hereby agree to sign and execute any further documents or instruments that may be necessary, lawful, or appropriate in the preparation, filing and prosecution of patent applications for said invention or in the preparation and prosecution of any continuation, continuation-in-part, substitution, division, renewal, reissue, extension or addition of patent applications or in any amendment, extension, protest, re-examination, public use or interference proceedings, or otherwise to secure the title thereto in said ASSIGNEE.

ASSIGNORS hereby authorize and request the Commissioner of Patents and Trademarks to issue any Letters Patent for said invention to said ASSIGNEE.

X 28-MAY-98
Date

X 
Amir MORAD

X 28-MAY-98
Date

X 
Leonid YAVITS

ASSIGNMENT

*In consideration of One Dollar (\$1.00), and other good and valuable considerations, the Receipt of which is hereby acknowledged, we the undersigned, **VisionTech Ltd.**, having a place of business at 6 Maskit Street, Herzlia 46120 Israel*

*Hereby sell, assign and transfer to **Broadcom Corporation**, a California corporation located at 16215 Alton Parkway, PO Box 57013 Irvine, California 92619-7013, USA., its successors, assigns and legal representatives, the entire right, title and interest for all countries, in and to any and all inventions which are disclosed and claimed, and as possessed by the undersigned, any and all inventions which are disclosed but not claimed in the application for United States Patent U.S. Serial No. 09/010,859 filed January 22, 1998 and is entitled*

VIDEO ENCODING DEVICE

and in and to said application and all divisional, continuing, substitute, renewal, reissue, and all other applications for U.S. Letters Patent or other related property rights in any and all foreign countries which have been or shall be filed on any of said inventions disclosed in said application; and in and to all original and reissued patents or related foreign documents which have been or shall be issued on said inventions;

Authorize and request the Commissioner of Patents of the United States to issue to said Assignee, the corporation above named, its successors, assigns and legal representatives, in accordance with this assignment, any and all United States Letters Patent on said inventions or any of them disclosed in said application;

Agree that said Assignee may apply for and receive foreign Letters Patent or rights of any other kind for said inventions, or any of them; and may claim, in applications for said foreign Letters Patent or other rights, the priority of the aforesaid United States patent application under the provisions of the International Convention of 1883 and later modifications thereof, under the Patent Cooperation Treaty, under the European Patent Convention or under any other available international agreement; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this assignment, the under-signed or the undersigned's executors or administrators will, for the United States and all foreign countries, execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications or other documents on any and all said inventions; execute all rightful oaths, assignments, powers of attorney and other papers;

communicate to said Assignee, its successors, assigns and representatives, all facts known and documents available to the undersigned relating to said inventions and the history thereof; testify in all legal proceedings; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said inventions and for vesting title to said inventions and all applications for patents or related foreign rights and all patents on said inventions, in said Assignee, its successors, assigns and legal representatives; and

COVENANT with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Executed this 31 day of Oct, 2001

by the Assignor: **VisionTech Ltd.**

Signature 

Name AMIA MONAD

Position President & CEO

Witness

Leonid Xavits

Witness

Orit Zahar